

**AGREEMENT FOR
RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS**

THIS AGREEMENT made and entered into this 20th day of December, 2007, by and between **Evans Cattle Co., LLC**, a Colorado limited liability company, of 3605 Jackson County Road 26, Coalmont, CO 80430, hereinafter designated as "Surface Owner" and **EOG Resources, Inc.**, hereinafter referred to as "Operator", whose address is P.O. Box 4362, Houston, TX 77210-4362.

WITNESSETH, that

WHEREAS, Operator is the current Lessee, by virtue of certain contractual rights from Red Willow Production LLC, under that certain Oil and Gas Lease dated November 5, 2001 and recorded in Book 180 at Page 162, by and between Surface Owner and Michael C. Huseby, as amended, covering the below described lands; and

WHEREAS, Operator wishes to use a portion of Surface Owner's lands for Operator's proposed operations, in order to properly drill, complete rework or re-complete, equip, operate, maintain, produce and plug and abandon any wells and thereafter restore the surface;

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. Said Land. The Surface Owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land" in Jackson County, State of Colorado, to wit:

Township 7 North, Range 80 West, 6th P.M.

Section 17: S/2

Section 19: E/2

Section 20: All

Section 21: N/2, N/2S/2, S/2SW/4

Section 22: W/2NW/4

Section 24: E/2, E/2SW/4

Section 25: N/2NE/4

Section 29: N/2N/2, SW/4NW/4, NW/4SW/4

Section 30: E/2

Township 7 North, Range 79 West, 6th P.M.

Section 19: Lots 2 (36.91), 3 (36.79), 4 (36.66), SE/4NW/4, SW/4NE/4, NE/4SW/4, W/2SE/4, SE/4SE/4

Section 20: SW/4SW/4

Section 30: Lot 1 (36.57)

Containing 3,386.93 acres, more or less

2. Coalbed Methane. Prior to any dewatering or extraction of coalbed methane gas or occluded gas from coal seams, Lessee agrees to obtain the approval of the and/or tenant in a separate agreement as to the location of production facilities, including but not limited to compressor stations, and the handling and disposal of all produced water.

AMENDMENT OF AGREEMENT FOR RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS

THIS AMENDMENT is made and entered into this 15th day of May, 2014, by and between **Blaine L. Evans** and **Judy L. Evans**, Individually and **Evans Land Co., LLC**, successor to Evans Cattle Company, LLC, 3605 Jackson County Road 26, Coalmont, Colorado 80430, hereinafter collectively referred to as "Surface Owner" and **EE3 LLC**, P. O. Box 19587, Boulder, Colorado 80308, successor to EOG Resources, Inc., hereinafter referred to as "Operator."

SandRidge E&P, LLC (SD)

WITNESSETH, that

WHEREAS, Evans Cattle Company, LLC and EOG Resources, Inc. ("EOG") have heretofore entered into that certain Agreement for Right of Way, Pipeline Easement and Surface Access dated December 20, 2007 and amended April 9, 2008, June 16, 2008 and October 16, 2008 (herein collectively called the "SUA"); and

WHEREAS, the interest of Evans Cattle Company, LLC has been transferred to Evans Land Co., LLC; and

WHEREAS, Operator has acquired all of EOG's interest in leases, lands and contracts in Jackson County, Colorado; and

WHEREAS, Operator and Surface Owner desire to enter into this Amendment as a supplement to, but not in derogation of, the terms, covenants and conditions of the SUA;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. **Well Sites & Facility Sites.** The amount to be paid by Operator to Surface Owner per well pad and facility pad shall be as follows:

	<u>Non-Irrigated Lands</u>	<u>Irrigated Lands</u>
Until 01/01/2017	\$	\$
After 01/01/2017	\$:	\$

2. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, or Federal Express addressed to the party to which it is intended at the address set forth below for such party:

If to Surface Owner:

Evans Land Co. LLC
c/o Blaine L. Evans
3605 Jackson County Road 26
Coalmont, Colorado 80430

If to Operator:

~~EE3 LLC~~ ^{SP}
4410 Arapahoe Ave.
Suite 100
Boulder, Colorado 80303

3. **COGCC Surface Use Requirements.**

(a) Surface Owner acknowledges and agrees that Operator has consulted in good faith with Surface Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Surface Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement/Amendment, including, but not limited to, setbacks for high density areas and surface lot lines.

(b) Operator will provide Surface Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the well(s) when submitted to the COGCC, and Operator undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement/Amendment.

(c) Surface Owner agrees not to object to said Form 2A, so long as it is consistent with this Agreement/Amendment, and hereby waives any right granted by COGCC rule to comment on said Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 (Application for Permit to Drill).

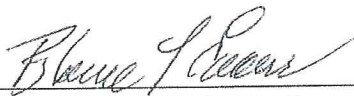
(d) Surface Owner shall not oppose Operator in any agency or governmental proceedings, including but not limited to the COGCC or local government with jurisdiction over the Subject Tract, related to Operator's operations on the Said Land, including but not limited to permitting, formation of drilling units, well spacing, drilling, workovers, well deepening and recompletions, provided that Operator's position in such proceedings is consistent with this Agreement/Amendment.

4. **Construction.** In construing this Agreement/Amendment, no consideration shall be given to the fact or presumption that one party has had a greater or lesser hand in drafting this Agreement/Amendment than any other party.

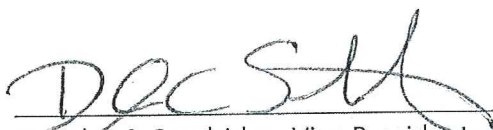
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

"EVANS"

"OPERATOR"



Blaine L. Evans, Individually and as
Manager of Evans Land Co., LLC



Douglas C. Sandridge, Vice President



Judy L. Evans, Individually and as
Manager of Evans Land Co., LLC